

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 19th March, 2003 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design and construction of the realignment of Clayton Road with Bramble Road on SR 89, in order to accomplish the offset of two intersections (with turning conflicts) to be realigned to a four legged intersection. Right and left turn lanes will be constructed in each direction, with a total project cost currently estimated at \$425,000, plus R/W. Hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The parties agree the State shall be the lead agency for the Project. The State will pay for the design and 52% of the construction costs. The County will pay for 48% of the construction costs and will acquire the R/W. If construction costs should exceed the estimated amount of \$425,000, the State and the County will discuss how to obtain the additional funding.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25892
Filed with the Secretary of State
Date Filed: 03/19/03

Janice K. Brewer
Secretary of State

By: Doug Greenwald

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project to State standards. Incorporate County's review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the County on any Project related contract modifications and be responsible for proportionate share of any additional Project costs to be borne by the State. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty two percent (52%) of the Project cost for construction in an amount estimated at \$221,000.

d. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the Project inside the State rights-of-way.

e. Prior to the award of a Project construction contract, invoice the County for its' forty eight percent (48%) share of the cost of the Project, in an amount estimated at \$204,000.

2. The County will:

a. Review the Project design documents and provide comments to the State.

b. Acquire all rights-of-way for the Project.

c. Within thirty (30) days after receipt of an invoice, pay the State the remaining part of its' forty eight percent (48%) share for the cost of the Project, in an amount estimated at \$204,000.

d. Be responsible for any contractor claims for extra compensation attributable to the County, and for its' proportionate share of any additional Project costs.

e. Upon completion and acceptance of the Project by the State, provide maintenance to the Project outside the State rights-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the advertisement of the Project construction contract, with thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

Yavapai County
County Public Works Director
1100 Commerce Drive
Prescott, AZ 86305

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

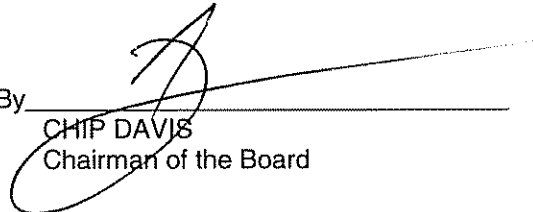
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

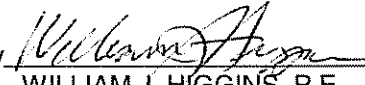
STATE OF ARIZONA

Department of Transportation

By


CHIP DAVIS
Chairman of the Board

By


WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST

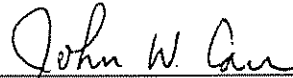
By


BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 28 day of October, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with YAVAPAI COUNTY, for the purpose of defining each party's responsibilities for the design and construction of the realignment of Clayton Road with Bramble Road on SR 89, in order to accomplish the offset of two intersections (with turning conflicts) to be realigned to a four legged intersection. Right and left turn lanes will be constructed in each direction.

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



JOHN W. CARR, P.E. Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: February 3, 2003.

The entry in the said minutes:

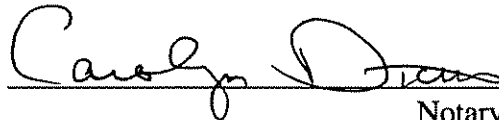
1. Consider approval of Intergovernmental Agreement JPA 02-173 with the State of Arizona (ADOT) for Turn Lane Improvements on State Route 89 at Bramble Road, Paulden area, in the amount of \$204,000 to be paid from Regional Road Fund – District 1 Reconstruction (half-cent sales tax). **Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Street. No comments from the public.**



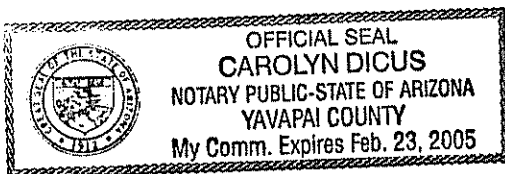
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me February 24, 2002.

My Commission Expires:



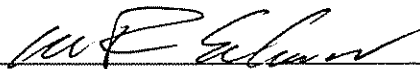
Notary Public



APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 26th day of January 2003.



County Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

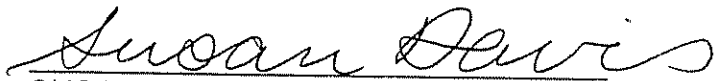
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2008TRN (JPA 02-173), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 12, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.